

AMENDMENT

to

CMRS INTERCONNECTION AGREEMENT

between

ILLINOIS BELL TELEPHONE COMPANY

and

AT&T Wireless PCS, LLC

The CMRS Interconnection Agreement by and between Illinois Bell Telephone Company ("Telco") and AT&T Wireless PCS, LLC ("AWS") ("Agreement") is hereby amended as follows:

I. Section 17.1 and 17.2 of the Agreement is amended to reflect a one-year extension and now reads as follows:

- 17.1 Except as provided herein, Telco and AWS agree to interconnect pursuant to the terms defined in this Agreement for a term ending June 1, 2004.
- 17.2 After February 1, 2004, either Party may request negotiations between the Parties for new rates, terms, and conditions for CMRS Interconnection arrangements. Such negotiations shall begin within thirty (30) days after delivery of such a request. Any resultant new CMRS Interconnection agreement shall be effective when approved by the Commission or upon such other date as is agreed to by the Parties in the Agreement itself.

II. Section 1.8 and 1.8.1 of the Agreement is replaced in its entirety with the following language:

- 1.8 "AWS' Service Area" is the geographic area(s) within Illinois where AWS entities are authorized by the FCC to provide two-way CMRS:
 - 1.8.1 If AWS acquires or controls another CMRS cellular or broadband PCS provider with operations in the State, or if AWS is acquired or controlled by another CMRS cellular or broadband PCS provider with operations in the State, AWS may incorporate those operations under this Agreement. However, if such Acquired Carrier has an existing interconnection agreement with Telco in the State, AWS shall designate, by notice in writing to Telco, either

such interconnection agreement or this Agreement to govern the operations of AWS and the Acquired Carrier on a prospective basis. Such notice shall be given when the applicable acquisition or change in control takes place or as soon thereafter as reasonably possible. The notice shall also indicate if the Acquired Carrier's company codes (e.g., OCN, ACNA) will change as a result of the acquisition or change in control. In the event of the designation of a contract other than this Agreement, this Agreement shall then immediately terminate for the State. If AWS designates this Agreement, the Parties will, as soon as reasonably practicable, mutually terminate the non-designated contract in writing, unless the terms of non-designated contract require otherwise. Upon designation of this Agreement, the Parties will not require an amendment to this Agreement either to terminate the non-designated contract or to include the Acquired Carrier's operations under the rates, terms and conditions of this Agreement.

III. Section 2.5.5 and 2.5.5.1 of the Agreement is replaced in its entirety with the following language:

2.5.5 The Parties agree that Telco will accept and utilize the MSC CLLI or Point of Presence that AWS provides in service orders.

2.5.5.1 To ensure that the routing of AWS NPA/NXXs remains consistent with the information contained in the LERG, the Parties agree to accept and utilize the AWS specified CLLI that is provided by AWS in the ASR when placing trunk orders and that AWS may designate its MSC CLLI or point of presence CLLI rather than the collocation POI. Telco agrees to ensure its methods and procedures support this Section 2.5.5.1

IV. Section 5 of the Agreement is replaced in its entirety with the following language:

UNBUNDLED NETWORK ELEMENTS

5.1 Where technically feasible, Telco shall offer, on just, reasonable, and nondiscriminatory terms, those unbundled network elements ("UNEs") that have been specifically identified and defined by the FCC, in accordance with the Act and the FCC's Rules (47 CFR § 51.307 et. seq) or by the relevant state Commission, unless such mandate has been stayed by a court of competent jurisdiction. However, Telco and AWS reserve their right to challenge any actions (including without limitation, arbitration awards, orders and rules) by a relevant state Commission, and compliance

by Telco or AWS with a state Commission order shall not be construed as waiving or otherwise affecting Telco or AWS's position or such right to challenge.

- 5.2 Telco's provision of UNEs pursuant to this Agreement is subject to federal law, including but not limited to the applicable provisions of the Act (including but not limited to, Section 251(c)(3) and Section 251(d)), and the FCC's Triennial Review, CC Docket 01-338 and to state law, to the extent not preempted. The Parties acknowledge that the FCC is currently evaluating the availability of UNEs to CMRS carriers in its Triennial Review proceeding (CC Docket 01-338, paragraphs 12, 37 and 38, released December 20, 2001). The parties further acknowledge that although the FCC has voted to adopt its Triennial Review Order on February 20, 2003, the Triennial Review Order has not yet been released in written form nor has it been published in the *Federal Register*. Neither party waives any of its rights, remedies or arguments with respect to UNEs, including, but not limited to, the right to seek legal review of rights contained in the final order of CC Docket 01-338, or the right to amend this Agreement based on the provisions contained in the Triennial Review Order after it becomes effective. The Parties further acknowledge and agree that on May 24, 2002, the United States Circuit Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and remanded such order to the FCC for further consideration in accordance with the decision (in addition to addressing an order unrelated to CMRS providers). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, finds, rules and/or otherwise orders that any of the UNEs provided for or that may be requested under this Agreement do not meet the necessary and /or impair standards set forth in Section 251(d)(2) of the Act for carriers of wireless telecommunications services ("CMRS carriers"), the affected provision will be invalidated, modified or stayed to the extent required to immediately effectuate the subject finding, ruling or order upon written request of either Party subject to prescribed transition periods, if any. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution provisions set forth in this Agreement.

- V. Section 6 of the Agreement is replaced in its entirety with the following language:**

COLLOCATION

Telco will provide Physical and Virtual collocation to AWS pursuant to Telco's interstate and intrastate tariffs, in accordance with the terms and conditions of such tariffs. AWS will use physical and/or virtual collocation in accordance with the terms and conditions of the applicable interstate and/or intrastate Physical or Virtual Collocation Tariffs. AWS may choose to collocate in order to cross-connect to special or switched access services, under and in accordance with Telco's applicable interstate or intrastate expanded interconnection tariffs (referred to in SBC's tariffs as "SBC Central Office Interconnection") For purposes of collocation, the underlying Facility connection (DS1 or higher bandwidth) will terminate at the collocated space. The two-way trunk(s) that ride the underlying Facility connection will be provisioned consistent with Section 2.5.5.1.

- VI.** The E911 Appendix is deleted in its entirety. The Parties agree that appropriate terms and conditions for wireless E9-1-1 service will be contained in the separate Agreement for Wireless E9-1-1 Service Access.

VII. Add the following subsections 22.2 & 22.3

- 22.2 Faxed Notices will be deemed given as of the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

Each Party agrees to inform the other of any name change or in its legal status in writing within thirty (30) days of the effective date of such change.

22.3 Accessible Letters

- 22.3.1 Telco will communicate official information to AWS via Telco's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues; provided however, accessible letters may not change the terms, conditions, or rates of services provided under this Agreement. Accessible Letter notification will be deemed given as of the

earlier of the date of actual receipt and the date set forth on the e-mail receipt. AWS shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent. To the extent any conflict exists between Accessible Letters and this Agreement, this Agreement shall prevail. Accessible letters are informational only and in no way may modify any rate, term or condition of this Agreement, absent a separate amendment to this Agreement signed by both parties.

VIII. Section 31 of the of the Agreement is replaced in its entirety with the following language:

31. CHANGES IN LAW

- 31.1 For purposes of this section, legally binding means that the legal ruling has not been stayed.
- 31.2 In the event that any legally binding legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement or any Attachment hereto, renders this Agreement or any Attachment hereto inoperable, creates any ambiguity or requirement for further amendment to this Agreement or any Attachment hereto, or adversely affects the ability of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, Attachment, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.
- 31.3 Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any laws, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking. In addition, the Parties agree to amend this Agreement as necessary to comply with any change in law or legal requirements applicable to this Agreement or its Attachments.
- 31.4 This Agreement and the Attachments hereto shall be amended at the request of either Party to take into account changes in FCC or Commission decisions, tariffs, rules, and requirements, including changes resulting from judicial review of applicable regulatory decisions, that require amendment of this Agreement. This Agreement and the Attachments hereto and the rates, charges,

terms, and conditions set forth herein and therein shall be amended from time to time to conform to such new or changed rates, charges, terms, and conditions as may subsequently be approved by the FCC or the Commission and that require amendment of this Agreement.

- 31.5 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *SBC v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. Al, 535 U.S. (2002). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Intercarrier Compensation Order.") which was remanded in *Worldcom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Agreement and carrying out the rates, terms and conditions herein, neither Telco nor AWS waive any of its legal rights, and expressly reserves all of its rights, remedies and arguments, including but not limited to those related to any of the foregoing decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph. These rights also include but are not limited to Telco's right to exercise its option at any time in the future to invoke these Intervening Law or Change of Law provisions to adopt, on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. Telco and AWS agree that on the date designated by Telco for invocation of the FCC rate plan with respect to any

Telecommunications Carrier, the Parties will begin billing reciprocal compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

31.6 Whenever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs.

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED.

X. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Illinois Bell Telephone Company, signing by and through its duly authorized representative, and AWS, signing by and through its duly authorized representative.

AT&T Wireless PCS, LLC

**Illinois Bell Telephone Company
by SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Title: _____

Title: President-Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____